

2017-013529

Klamath County, Oregon

11/22/2017 03:51:26 PM

Fee: \$57.00

LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY:


MTC 204108 Am

When recorded return to:

120 Erie Canal Dr.
St 240
Rochester, NY
14624

Planet Home Lending, LLC
~~321 Research Pkwy, Suite 300~~
Meriden, CT 06450

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

Winsted REO II, LLC having an office at 780 Third Ave, 21st Fl, New York, NY 10017 ("Owner"), hereby constitutes and appoints Planet Home Lending, LLC having an office at 321 Research Parkway, Suite 303, Meriden, CT 06450 ("Servicer"), and in its name, Attorney-In-Fact, by and through any officer appointed by the Board of Directors of the General Partner of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (12) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the Servicing Agreement (the "Agreement") dated January 1, 2017, by and between Owner and Servicer, and no power is granted hereunder to take any action that would be adverse to the interests of Owner. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") and REO properties ("REO Properties") owned by Owner. These Loans are comprised of mortgages, deeds of trust, deeds to secure debt and other forms of Security instruments (collectively the "Security Instruments") and the Mortgage Notes secured thereby.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreement shall be construed to the contrary:

1. The modification or re-recording of a Security Instrument, where said modification or re-recording is solely for the purpose of correcting the Security Instrument to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Security Instrument as insured and (ii) otherwise conforms to the provisions of the Agreement.

2. The execution of loan modification agreements or forbearance agreements related to any Security Instrument, Mortgage Note or any other document related to the Loan.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Security Instrument or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Security Instrument and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Security Instrument upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Security Instrument, the foreclosure, the taking of a deed in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws), or the completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts (none of which may be performed without the consent of Owner in its sole discretion):
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure; and
 - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Security Instrument or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e above.

9. The sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the negotiation, preparation and acceptance of any short sale and the execution of the following documentation (none of which may be performed, negotiated, prepared or accepted without the consent of Owner in its sole discretion) :
 - a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.
11. The endorsement on Owner's behalf of checks payable to Owner representing borrower payments or insurance loss drafts.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do.

This appointment is to be construed and interpreted as a Limited Power of Attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Nothing contained herein shall (i) limit in any manner any indemnification provided by the Servicer to Owner under the Agreement, or (ii) be construed to grant the Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Owner, except as specifically provided for herein or in the Agreement. If the Servicer receives any notice of suit, litigation or proceeding in the name of Owner then the Servicer shall promptly forward a copy of same to the Owner.

This Limited Power of Attorney is not intended to extend the powers granted to the Servicer under the Agreement or to allow the Servicer to take any action with respect to Security Instruments or Mortgage Notes not authorized by the Agreement.

The Servicer hereby agrees to indemnify and hold the Owner and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or

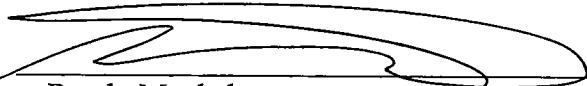
nature whatsoever incurred by reason or result of or in connection with the misuse by Servicer of this Limited Power of Attorney. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreement or the earlier resignation or termination of Servicer under the Agreement.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

Witness my hand and seal this 4th day of January, 2017.

NO CORPORATE SEAL

WINSTED REO II, LLC

By: 
Name: Randy Maulsby
Title: Managing Director


Witness: Stephanie Frace

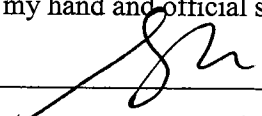

Witness: Joanna Barber

ACKNOWLEDGMENT

State of New York
County of New York

On this 4th day of January, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randy Maulsby, Managing Director of Winsted REO II, LLC as Owner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as, and acknowledged to me that such company executed the this instrument.

WITNESS my hand and official seal.

Signature: 

My commission expires: 01/20/2019

SIEW KWOK
Notary Public, State of New York
Qualified in New York County
No. 02KW6317969
My Commission Expires 01/20/2019